

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
SHAWN PATTERSON, et al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.
-----X

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

1:10-cv-0231-KAM-RER

AND TWO CONSOLIDATED
ACTIONS:

1:10-CV-4755-RJD

and

1:11-CV-5066-RRM-LB

WHEREAS, plaintiffs Shawn Patterson, Sundra Franks, Steven Daniels, Benjamin Nelson, Derek Franks and Rayshawn Lawrence commenced the action captioned Shawn Patterson, et al. v. The City of New York, et al, 10-cv-0231-KAM-RER by filing a complaint on or about January 20, 2010 alleging that the defendants violated plaintiffs' federal civil rights; and

WHEREAS, plaintiffs Karon Gordon, Rayshawn Lawrence and Leo Felder commenced the action captioned Karon Gordon, et al v. The City of New York, et al., 10-cv-4755-RJD by filing a complaint on or about October 15, 2010 alleging that the defendants violated plaintiffs' federal civil rights; and

WHEREAS, plaintiffs Rayshawn Lawrence and Leo Felder commenced the action captioned Rayshawn Lawrence, et al v. The City of New York, et al, 11-cv-5066-RRM-LB by filing a complaint on or about October 18, 2011 alleging that the defendants violated plaintiffs' federal civil rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations in three above-captioned actions; and

WHEREAS, plaintiffs Shawn Patterson, Sundra Franks, Steven Daniels and Benjamin Nelson, and defendants previously resolved the issues raised as between them in the action captioned Shawn Patterson, et al. v. The City of New York, et al, 10-cv-0231-KAM-RER without further proceedings and without defendants admitting any fault or liability, and entered into a Stipulation and Order of Dismissal on or about June 24, 2011; and

WHEREAS, the remaining plaintiffs in the action captioned Shawn Patterson, et al. v. The City of New York, et al, 10-cv-0231-KAM-RER, Rayshawn Lawrence and Derek Franks, and defendants now desire to resolve the issues raised in this litigation as between them, without further proceedings and without defendants admitting any fault or liability; and

WHEREAS, the parties in the matter captioned Karon Gordon, et al v. The City of New York, et al., 10-cv-4755-RJD now desire to resolve the issues raised in that litigation as between them, without further proceedings and without defendants admitting any fault or liability; and

WHEREAS, the parties in the matter captioned Rayshawn Lawrence, et al v. The City of New York, et al, 11-cv-5066-RRM-LB now desire to resolve the issues raised in that litigation as between them, without further proceedings and without defendants admitting any fault or liability; and

WHEREAS, plaintiffs Rayshawn Lawrence and Derek Franks have authorized their counsel to settle the matter captioned Shawn Patterson, et al. v. The City of New York, et al, 10-cv-0231-KAM-RER on the terms set forth below; and

WHEREAS, plaintiffs Rayshawn Lawrence, Karon Gordon and Leo Felder have authorized their counsel to settle the matter captioned Karon Gordon, et al v. The City of New York, et al., 10-cv-4755-RJD on the terms set forth below; and

WHEREAS, plaintiffs Rayshawn Lawrence and Leo Felder have authorized their counsel to settle the matter captioned Rayshawn Lawrence, et al v. The City of New York, et al, 11-cv-5066-RRM-LB on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced actions are hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant The City of New York hereby agrees to pay Rayshawn Lawrence the sum of Twenty Five Thousand (\$25,000) Dollars and Derek Franks the sum of Twenty Five Thousand (\$25,000) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees, in the action captioned Shawn Patterson, et al. v. The City of New York, et al, 10-cv-0231-KAM-RER. The City of New York hereby agrees to pay Rayshawn Lawrence the sum of Thirty Thousand (\$30,000) Dollars, Karon Gordon the sum of Thirty Five Thousand (\$35,000) Dollars, and Leo Felder the sum of Twenty Thousand (\$20,000) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees, in the action captioned Karon Gordon, et al v. The City of New York, et al., 10-cv-4755-RJD. Defendant The City of New York hereby agrees to pay Rayshawn Lawrence the sum of Thirty Thousand (\$35,000) Dollars and Leo Felder the sum of Twenty Thousand (\$25,000) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees, in the action captioned Rayshawn Lawrence, et al v. The City of New York, et al, 11-cv-5066-RRM-LB. In consideration for the payment of these sums, plaintiffs agree to the dismissal of all claims against the defendants and to release the defendants, and any present or former employees and agents of The City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs'

civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees, except for any claims by Derek Franks arising from his arrests on October 27, 2009, January 9, 2010 and November 8, 2010.

3. Plaintiffs shall execute and deliver to defendant The City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or The City of New York or any other rules, regulations or bylaws of any department or subdivision of The City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless the defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants

reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July __, 2012

Leventhal & Klein
Attorneys for Plaintiffs
45 Main Street, Suite 230
Brooklyn, New York 11201

By: 

Brett Klein

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
THE CITY OF NEW YORK, RAYMOND
WITTICK, GEORGE BOAN, JAMES
BRISCOE, KEITH GREEN, CORNELIUS
BUCKLEY, VINCENT ORSINI, DENNIS
MOONEY, SALVATORE BELLOMO,
MICHAEL LOPRESTI, JOHN
MCNAMEE, ANDREW KINSELLA,
STACEY MEIGS, JELSON GOYCO,
STEVEN SPOSITO, JAMES MALPESO,
DOMINICK CAMINITI, BRUCE
TULLOCH and ANTHONY FLORIO
100 Church Street, Room 3-126
New York, NY 10007
212-788-6405
Email: bkuruvil@law.nyc.gov

By:  7-31-12

Ben N. Kuruvilla